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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

WEBOOST MEDIA S.R.L., a Società a  
responsabilità limitata,  
Plaintiff,

v.

LOOKSMART LTD., a Delaware  
corporation, and DOES 1 through 100.

Case No. 3:13-CV-05304 SC

[Hon. Samuel Conti]

**STIPULATION AND ~~PROPOSED~~  
ORDER RE DISMISSAL OF  
ENTIRE ACTION**

**STIPULATION**

WHEREAS, Plaintiff WeBoost Media, S.R.L. (“WeBoost”), filed its Second Amended Complaint for Breach of Contract, Breach of the Covenant of Good Faith and Fair Dealing, Fraudulent Inducement of Contract, Intentional Interference with Prospective Economic Advantage and Intentional Interference with Contractual Relations on July 11, 2014;

WHEREAS, Defendant LookSmart, Ltd. (“LookSmart”) filed a counterclaim for Breach of Contract on July 25, 2014;

WHEREAS, on April 21, 2015, WeBoost and LookSmart entered into a Settlement Agreement designed to settle this matter, in its entirety.

THEREFORE, IT IS HEREBY STIPULATED by and between WeBoost, acting through its designated undersigned counsel and LookSmart, acting through its designated undersigned counsel that the above-captioned action, in its entirety, should be dismissed with prejudice. The parties further stipulate that they shall bear their own attorney’s fees, expenses and costs.

**SO STIPULATED.**

DATED: May 4, 2015

**HOLMES, TAYLOR & JONES LLP**

By: /s/ Matthew D. Taylor  
 Matthew D. Taylor  
*Attorneys for Plaintiff WEBOOST MEDIA  
 S.R.L*

DATED: May 4, 2015

**RIMAC MARTIN, P.C.**

By: /s/ William Reilly  
 William Reilly  
*Attorneys for Defendant LOOKSMART,  
 LTD.*

**~~PROPOSED~~ ORDER**

The Court, having considered the stipulation of the parties, and good cause appearing therefore, orders as follows:

1. The action is dismissed with prejudice as to all parties pursuant to FRCP 41(a)(1)(A)(ii);
2. Each party shall bear their own costs and attorneys' fees;
3. The Court shall retain jurisdiction over this matter to enforce the terms of the April 21, 2015 Settlement Agreement.

**IT IS SO ORDERED.**

Dated: May 4, 2015

  
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HON. SAMUEL CONTI  
U.S. DISTRICT COURT JUDGE